

# Internet Banking

## Terms and Conditions for Online Banking Services for Customers

This agreement has been entered into in Kuwait by and between:

1. Boubyan Bank K.S.C., having its address at P.O. Box 25507 - Safat 13116 Kuwait. (hereinafter referred to as the "Bank").
2. (Name of Customer), holding Civil ID Card no. .... (hereinafter referred to as the "Customer").

## Preamble

Whereas the Bank, for its customers' convenience, is willing to provide its account holders with online banking services (hereinafter referred to as the "Electronic Services/Services") to enable them to perform various banking transactions on their accounts using all the currently available electronic devices such as PCs, mobiles, etc., subject to the terms and conditions set forth hereinafter.

1. The preamble and all the appendices attached hereto, along with the terms and conditions and the account opening form, shall be considered an integral part of this Agreement and complementary thereto.
2. The Electronic Banking Services are the online banking services through Boubyan Bank's website ([www.bankboubyan.com](http://www.bankboubyan.com)) and Boubyan Bank's mobile banking App. Through these services, the bank allows the customer to access all his/her/its personal accounts with the bank over the Internet including his/her/its Euro, GBP, etc., accounts in order to perform various banking transactions thereon at his/her/its own discretion and as per the applicable terms and conditions for each transaction at the bank respectively.
3. In case of loss or theft of the customer's mobile phone, he must obtain a replacement SIM from the telecom company, and cancel the lost/stolen one, then install the App and register the new phone.

## **4. Electronic Banking Services:**

### **General Inquiries.**

- Reviewing the customer's products (Murabaha/Time Deposits/Foreign Exchange) or products of the customer's account or such which would be introduced subsequently and calculation of transactions (Murabaha/Time Deposits/Foreign Exchange).
- Balance inquiry.
- Transfers (inter-personal accounts/inter-Boubyan accounts/local and International or any other fund transfers to be introduced subsequently).
- Payments (Murabaha/Credit Cards/Other payments).

## **5. Call Center Banking Services (1820082)**

- The Bank's Call Center renders its Services on 24/7 basis through its agents to assist in all types of Banking Services (Inquiries, and financial transactions) including the following services:
- General Inquiries.
- Calculation of transactions (Murabaha/Time Deposits/Credit Cards/Foreign Exchange).
- Balance inquiries.
- Transfers (inter-personal accounts/inter-Boubyan accounts).
- Payments (Credit Cards/Other payments).

## **6. Boubyan Telebanking Service (1820082) Interactive Voice Response (IVR)**

Interactive Voice Response (IVR) is a telephony technology that enables its users to access a database by phone to get information or perform Banking Services (inquiries or financial transactions).

## **7. SMS/Push Notification Services**

This is an electronic service provided by the Bank, whereby the customer may use his/her/its mobile to get the following information from the Bank:

- Salary transfer.
  - Inter-account transfers.
  - Cash deposit.
  - Cash withdrawal.
  - Any other services introduced in the future.
8. The Customer declares and agrees that he solely assumes full responsibility for the accuracy and correctness of the information and instructions, including payment instructions processed by him through the bank's website for online banking services.
  9. The Customer authorizes the Bank to act according to the instructions received by the Bank from the customer through the Service, at the Customers' full responsibility, and agrees to indemnify the Bank for all actual losses that may be incurred by the Bank as a result of such instructions.

10. The Bank shall have the right to refuse to process any instructions given or sent by the Customer without giving any reasons - for instance, on the grounds that they are not in compliance with applicable laws, banking practices, money laundering regulations etc., in Kuwait, provided that the Bank shall inform the Customer promptly in each respective case. Furthermore, the Bank shall not bear any liability whatsoever for its failure to process any instructions for technical reasons or reasons attributed to force majeure.
11. The Bank may, at its own discretion, amend or change any of the terms and conditions provided herein including the limits on financial transfers at any time without the need for the Customer's approval. These new terms and conditions shall become effective seven (7) days after the Customer's receipt of a notice of the said changes from the Bank by any means. If the Customer does not accept such amendments, he/she/it may terminate this Agreement as per the procedures provided under clause no. 21 hereof.

## 12. Boubyan Bank's Financial Transfers Include the Following:

- Inter-personal account transfers: Transfer to the beneficiary's account is made instantly.
- Inter-Boubyan account transfers: Transfers are made to the beneficiary's account instantly.
- Inter-local banks transfers: If during business days before 12:30 pm, a transfer is made to the beneficiary bank account on the same day. For transactions completed after the said cut-off time or during holidays, they shall be completed on the next business day.
- International Transfers: During business days, it is expected that the transfer would take 3 business days until the amount is deposited to the beneficiary's account unless there are other impediments. For transfers made during public holidays, the transaction shall be initiated on the next business day unless there are other impediments.
- Boubyan Bank shall not be held liable if the transfer is not completed or should it not be deposited to the beneficiary's account during the expected period for any reason whatsoever caused by any party.

13. If two persons or more are designated as authorized persons for one account, the Bank shall then be entitled, at the time of rendering the Services, to accept and act in accordance with the instructions provided by any of those persons whose names are designated as authorized persons (Customers) for withdrawal, payment or transfer from/to the account. This authorized person shall be responsible for all transactions performed using the electronic services and the repayment of any debt arising on the account as a result of using such electronic services. Should this be a joint account, the electronic services on the account shall be accessible only by all the persons whose names are authorized as a "Customer" for this specific account, provided that any of them shall have the authority to give instructions to the Bank.

14. All the services listed herein are free of charge. However, the Customers shall be notified in case a charge is to be imposed to any such services.
15. The Customer hereby agrees, accepts and undertakes to maintain the confidentiality of the username and PIN numbers for the electronic services, whether those provided by the Bank or created by the Customer, or in case the Customer uses these electronic services to purchase shares through international trading platforms whether by himself or through a broker or an agent.
16. The Customer agrees to be solely and fully responsible for any actual loss or damage arising from the misuse of the debit card's PIN, and Password by the Customer himself or by any other user, whether authorized or not. Accordingly, the Bank shall not be liable for any successful attempt arising from an unauthorized or fraudulent attempt to use the debit card's PIN and password.
17. The Customer agrees in advance to allow the Bank to make use of confidential information relating to the Customer's username, debit card's PIN or Password, available to third parties in order to comply with the applicable laws or any orders or other judgments issued by a court of competent jurisdiction.
18. The Customer hereby declares that, upon affixing his signature to this agreement in order to access the Bank's online services, use Boubyan Bank's App, and the username, the debit card's PIN and password, this shall serve as an acknowledgment on his part that he has duly read and accepted all the terms and conditions relating to the Services or requested transactions and that he has accepted to act in accordance therewith.

19. Should the customer become a victim of any fraud or if an error was made during the transfer of funds, the customer shall notify the bank immediately by contacting any of its branches, the Contact Center at 1820082 from Kuwait or +96522282000 from outside Kuwait to take the necessary action without any liability to be borne by the bank towards the customer for refunding the transfer amount.
20. The customer expressly declares that he may not cancel the transfer order or get a refund of the transfer amount after being deposited to the beneficiary's account. Refunding the amount, in case of cancelling the order, shall be pending the approval of the beneficiary's bank before depositing the amount to the latter's account, or pending the approval of the beneficiary to refund the amount after recording it in his account.
21. In order for some banks to accept and implement fund transfers, they request that the transfer be made with the account number or the IBAN even if the account number does not match the name of the beneficiary.
22. The Bank or the Customer shall have the right to terminate this Agreement at any time by virtue of a written notice to the other party, 30 days prior to the date of the proposed termination, without giving any reasons for the same and without incurring any liability for such a termination.
23. This agreement shall be subject to and governed by the applicable laws in the state of Kuwait and the Kuwaiti courts shall have cognizance of any article thereof without contravening with the principles of the Islamic Sharia.
24. In the event of any conflict between the English and the Arabic versions, the Arabic text shall prevail.